

**STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
INFORMATION TECHNOLOGY SECURITY PRODUCTS AND SOFTWARE MAINTENANCE
SERVICES CONTRACT**

Internet Security Systems, Inc.

This Information Technology Security Products and Software Maintenance Services Contract is entered into between the State of Texas, acting by and through the Department of Information Resources with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Internet Security Systems, Inc. (ISS) with its principal place of business at 6303 Barfield Road NE, Atlanta, GA 30328.

1. Contract Scope and Term

This Contract sets forth the terms and conditions governing the acquisition of ISS information technology software and hardware products and software maintenance services only. Terms used in this document shall have the meanings set forth below in Section 2, Definitions. This Contract is available for use by all Customers.

The term of this Contract shall be two (2) years commencing on the date of the last party to sign. The parties may renew this contract, upon approval of DIR, for up to two (2) optional one-year terms. Upon termination of this Contract, all rights and obligations set forth herein shall survive in accordance with their terms as to Purchase Orders issued by Customers and Statements of Work executed prior to the effective date of termination.

2. Definitions

Terms used in this Contract shall have the following meanings:

- A. **DIR** - the Department of Information Resources
- B. **Vendor** – Internet Security Systems, Inc. (ISS)
- C. **Reseller** – distributor, dealer, or value-added reseller designated by the Vendor who participates as a primary distribution source for the Vendor.
- D. **Customer** - any State agency or unit of local government as defined in §2054.003, Texas Government Code; institutions of higher education as defined in §61.003, Texas Education Code; and state agencies purchasing through DIR pursuant to an Interagency Contract, as authorized by Chapter 771, Texas Government Code.
- E. **Administrative Fee** – the fee used to defray DIR's cost of negotiating, executing, and administering this contract.
- F. **Purchase Order** – the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
- G. **State** – the State of Texas
- H. **Go DIRect Coordinator** – the individual appointed by DIR to administer and collect the contract reporting data on behalf of the State and the Customers.

3. Entire Agreement and Order of Precedence

This Contract; Appendix A, Standard Clauses for Texas DIR Contracts; Appendix B, Software License and Services Agreement and Appendix C, Pricing Index constitute the entire agreement between the parties hereto and all prior understandings and agreements with regard to the subject matter hereof are merged herein. In the event of a conflict between the provisions of these

documents listed in this paragraph, the controlling language shall be found in this Contract, then Appendix A, then Appendix B and then Appendix C. This Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto.

The terms and conditions set forth herein shall govern all transactions by Customers under this Contract. Customers shall not have the authority to modify the terms of this Contract, except as to receive better terms or pricing for a particular procurement than those set forth herein. In such event, Vendor shall furnish a copy of such better offerings to DIR upon request. No additional term or condition of a Purchase Order issued by a Customer or executed Statement of Work can weaken a term or condition of this Contract. The Contract term shall control in the event of a conflict between a Customer's Purchase Order and this Contract.

4. Product and Service Offering

Products available under this Contract are set forth as any Information Resource Technology item published and produced by the Vendor. Services are limited to software maintenance services.

A. Products

Vendor will maintain a product list including pricing, product descriptions, and product specifications for all products offered under this Contract. The product list may be updated at any time during the term of this Contract to incorporate product model changes, product upgrades and removal of obsolete or discontinued products.

B. Services

Vendor may provide services to Customers to aid in the software maintenance of the products specified in paragraph A of this Section.

5. Use of Resellers

Vendor shall provide service, sales and support resources to serve Customers at multiple geographic purchasing locations throughout the State of Texas. DIR agrees to permit Vendor to utilize designated Reseller(s) so that sufficient resources are available to insure maximum service capability throughout the State. Such participation is subject to the following conditions:

A. Designation of Resellers

Vendor shall designate Reseller(s) to participate under this Contract to act as the product/order distributors. DIR reserves the right to rescind any such Reseller participation or request that Vendor name additional Resellers should DIR determine it is in the best interest of the State.

Vendor shall have the right to qualify Resellers and their participation as fulfillment agents under this Contract by product line, contracting program (i.e., government/educational sales), geographic region, size/sales volume, technical training or other criteria, provided that: i) such criteria are uniformly applied to all potential Resellers based upon Vendor's established, neutrally applied commercial/governmental program criteria, and not to a particular procurement; and ii) all general categories of criteria are fully covered by participating Resellers to meet the needs of Customers.

All Resellers who have been approved by the Vendor in accordance with the foregoing paragraph shall be eligible to quote lower pricing for procurements under this Contract which meet their qualifying criteria. Vendor warrants and represents that it shall not, directly or indirectly, by agreement, communication or any other means restrict any Reseller's

participation or ability to quote a particular order; or prohibit Reseller from participating in other procurement opportunities offered through DIR.

B. Changes in Reseller List

Vendor may add and/or delete Resellers throughout the term of the contract provided the total number of Resellers does not exceed five (5), but shall be no less than one (1). However, the participating Resellers must geographically provide adequate coverage to the entire State.

C. Conditions of Reseller Participation

All participating Resellers must be approved Catalog Information Systems Vendors with the State of Texas. At least one (1) of the participating Resellers must be Historically Underutilized Businesses as defined by the Texas Building and Procurement Commission.

D. Responsibility for Reseller Performance and Reporting

Vendor shall be fully liable for Reseller performance and compliance with all Contract terms and conditions herein. Vendor shall be responsible for reporting all products and services purchased through Resellers, in accordance with Section 11, Reporting and Administrative Fees.

E. Available Products and Services

Products and services ordered directly through Resellers shall be limited to products and services previously approved for inclusion under this Contract in Section 4, Product and Services Offerings, and shall be subject to all terms and conditions of this Contract as a condition of Reseller participation.

F. Publisher Pricing to Reseller

Vendor is required to offer the same pricing to all participating Resellers for all products and services offered under this Contract.

G. Reseller Pricing to Customer

Pricing discount to the Customer shall not be less than what is specified in Appendix C. Reseller may offer higher discounts for larger volume purchases or special promotional offers.

6. Customer Purchase Order and Services Statement of Work

All Customer purchase orders for products or services offered under this Contract will be placed directly with the Vendor or Reseller. Accurate Purchase Orders shall be effective and binding upon Vendor or Reseller when accepted by the Vendor or Reseller prior to the termination of this Contract.

7. Pricing

If Vendor offers and makes sales of its products or services at a higher rate of discount, based on a quantity of one, from that specified in this Contract, to an eligible DIR Customer, other entity or consortia authorized by Texas law to sell Vendor's products and services to eligible DIR Customers, then the available discount levels in this Contract shall automatically be adjusted to that higher discount rate.

A. Customer Product Discount

Based on a quantity of one (1), the Customer discount from the Vendor for all products and services will be a percentage off Vendor's Suggested Retail Price, or Pricing Index as attached in Appendix C. Customer may negotiate more advantageous pricing for large

volume purchases. For Resellers, the Customer Discount set forth herein shall adhere to Section 5 Paragraph G, Reseller Pricing to the Customer.

B. Product Shipping and Handling Fees

The price to the Customer for products acquired under this Contract shall include all shipping and handling fees. Shipments will be F.O.B. Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

C. Changes to Product Prices

Vendor may change the price of any product at any time, based upon changes to the Vendor's Suggested Retail Price, but discount levels shall remain consistent with the discount levels specified in Section 7.A., Customer Product Discount. Price decreases shall take effect automatically during this Contract term and Vendor shall pass all price decreases on to the Customer.

Pricing changes for product model changes or product upgrades may be made by Vendor at any time and the pricing for the same shall incorporate comparable price discount levels as specified in Section 7.A, Customer Product Discount.

D. DIR Administrative Fee

The DIR administrative fee specified in Section 11, Reporting and Administrative Fees, shall be included in the price quoted to the Customer for all products and services offered under this Contract. The administrative fee shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

E. Sales Tax

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 USC Secs. 4253(i) and (j).

8. Invoicing and Payments

Invoices shall be submitted by the Vendor or Reseller directly to the Customer. State agency Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Vendor or Reseller for accepted products or services. Payment under this contract shall not foreclose the right to recover wrongful payments.

A. Products

Acceptance of products shall be made to the Vendor or Reseller by the Customer. Invoices for products must include the Customer's Purchase Order number, other pertinent information for verification of receipt of the products by the Customer, and any written changes that may apply as it relates to products, prices, and quantities.

B. Services

Invoices must be timely and accurate. Invoices for services must include the Customer's Purchase Order number, other pertinent information for verification of receipt of the service by the Customer, and any written changes that may apply as it relates to services, prices, and quantities.

9. **Contract Administration**

DIR and Vendor will each provide a Contract Administrator to support this Contract. Information regarding the Contract Administrators will be posted on the Internet web site designated for this Contract.

10. **Internet Access to Contract Information**

Access by Customers to Contract terms, pricing information and designated Reseller information shall be made available and posted on the Internet. To that end, upon sixty (60) days from execution of this Contract, Vendor will be required to host the complete Contract product and service offering at Vendor's Internet site. Internet access to this information will be provided during the term of this Contract at no cost to DIR, the State, and Customers.

A. **Accurate and Timely Contract Information**

Vendor warrants and represents that Contract and related information will be accurately and completely posted, maintained and displayed in an objective and timely manner which renders it clearly distinguishable from other, non-Contract offerings at Vendor's web site. Vendor shall indemnify DIR, the State, and Customers for damages resulting from errors or inaccuracies in such information, or from any failure to maintain or timely post Contract information in accordance with this paragraph.

B. **Price Data Retention and Compliance Checks**

Periodic compliance checks of the information posted for this Contract on Vendor's web site may be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this site is uniform with the Pricing as stated in Section 7 herein.

C. **Web Site Changes**

Vendor hereby consents to a link from the DIR web site to Vendor's web site in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

D. **Use of Access Data Prohibited**

If Vendor stores, collects or maintains data on Customers electronically as a condition of accessing this Contract, such data shall only be used internally by Vendor for the purpose of implementing or marketing this Contract, and shall not be disseminated to third parties or used for other marketing purposes. This Contract constitutes a public document under the laws of the State and Vendor cannot restrict access to the Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

E. **Responsibility for Content**

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's web site. Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent this Contract.

11. Reporting and Administrative Fees

Vendor shall be responsible for reporting all products and services purchased under this Contract. The failure to file the monthly reports, subcontract reports, and pay the administrative fees on a timely basis will constitute grounds for suspension or termination of this Contract for cause. If Vendor submits three (3) consecutive monthly reports incorrectly, DIR reserves the right to suspend or terminate this Contract for cause. Vendor's liability for any breach of this section is limited to the amount of administrative fees owed to DIR by Vendor.

DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to, compliance checks of Vendor's applicable Contract books.

A. Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all invoices submitted to Customers under this Contract for the previous month period. Reports shall be submitted to the DIR Go DIRect Coordinator. Reports are due on the fifteenth (15th) day after the close of the previous month period. The monthly reports shall include Vendor's invoices for the period. Each line item must contain Customer name, invoice date, Customer Purchase Order number, and Customer's complete billing address. Line items for products must contain product order date, ship date, product description, part number, quantity, unit price, and extended price. Each line item must contain all information listed above and other information as specified by DIR or the report will be rejected and returned to the Vendor for correction.

B. Historically Underutilized Business Subcontract Reports

Vendor shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to this Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

Reports shall be due quarterly in compliance with the following schedule, or as requested by each ordering Customer:

September – November: due by December 5th

December – February: due by March 5th

March – May: due by June 5th

June – August: due by September 5th.

C. DIR Administrative Fee

An administrative fee shall be paid by Vendor to DIR to defray DIR's costs of negotiating, executing, and administering this Contract. All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upward or downward during the term of this Contract, upon written notice to the Vendor. Any change in the administrative fee shall require a change in the prices specified in Section 7, Pricing, and shall be accomplished by an instrument in writing executed by both parties hereto. Vendor shall not unreasonably withhold consent to DIR initiated administrative fee changes.

Vendor will pay DIR, on the fifteenth (15th) day after the close of the previous month period, a two percent (2%) administrative fee based on the dollar value of all invoices, excluding travel expense reimbursement, submitted to Customers pursuant to this Contract. Payment will be calculated for all invoices, excluding travel expense reimbursement, net of any credits, if applicable. For example, the administrative fee for invoices, excluding travel expense reimbursement, totaling \$100,000 shall be \$2,000.

12. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Contract shall be in writing and shall be validly given on i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Contract by giving written notice in compliance with this paragraph to the other party.

If sent to the State:

Patrick W. Hogan
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Fax: (512) 475-4759
Email: patrick.hogan@dir.state.tx.us

If sent to Vendor:

Monica Davis
Internet Security Systems, Inc.
12950 Worldgate Drive, Suite 100
Herndon, VA 20170
Phone: 703-456-9138
Fax: 703-925-2019
Email: mdavis@iss.net

13. Captions

The captions contained in this Contract are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

14. Choice of Law

The law of the State of Texas shall govern the construction and interpretation of this Contract. Nothing herein shall be construed to waive the state's sovereign immunity.

IN WITNESS WHEREOF, the parties therefore hereby execute their mutual agreement to the terms of this Contract. This agreement shall be executed and shall be a binding Contract between the parties.

Internet Security Systems, Inc.

By: _____

Name: Steven M. Cooker

Title: Vice president/General Manager

Date: _____

11/18/03

**The State of Texas, acting by and through the
Department Of Information Resources**

By: _____

Name: Patrick W. Hogan

Title: Director of Business Operations

Date: _____

11/17/03

Legal: _____

11/17/03

**Standard Clauses
For
Texas DIR Contracts**

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STANDARD CLAUSES FOR TEXAS DIR CONTRACTS

The parties to the attached Contract, amendment or other agreement of any kind (hereinafter, "this Contract") agree to be bound by the following clauses which are hereby made a part of this Contract.

1. **INDEMNIFICATION CLAUSE.** Vendor shall defend, indemnify and hold harmless the State of Texas, its officers, agents, and employees from and against all claims, actions, suits, demands, proceeding, costs, damages and liabilities, including attorneys fees, arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, or suppliers of subcontractors in the execution or performance of this Contract, any Purchase Order issued, or executed Statement of Work under this Contract.

The Vendor shall defend, indemnify and hold harmless the State of Texas, its officers, agents and employees, from any and all claims involving infringement of patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with any products or services supplied by the Vendor. Vendor agrees to defend against any and all such claims at Vendor's expense, whether or not such claims become the subject of litigation. DIR will provide reasonable assistance in the defense of such claims if so requested by the Vendor. Vendor agrees to coordinate defense with the Texas Office of Attorney General, as may be requested by DIR.

2. **NON-ASSIGNMENT CLAUSE.** This Contract shall be entered into and be binding upon the successors of the parties. Vendor may not assign this Contract without the prior written consent of DIR. Any attempt to assign this Contract without the written consent of DIR is null and void.

3. **NO QUANTITY GUARANTEES.** This Contract is not exclusive to the named Vendor. Customers may obtain products or services from other sources during the Contract term. DIR makes no express or implied warranties whatsoever that any particular number of Purchase Orders will be issued or that any particular quantity or dollar amount of products or services will be procured through the Contract.

4. **CONFIDENTIALITY CLAUSE.** Vendor acknowledges that DIR is a government agency subject to the Texas Public Information Act. Vendor also acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

Under the terms of this Contract, DIR may provide Vendor with information related to Customers. Vendor shall comply with all State of Texas privacy policy guidelines, including, but not limited to, the requirement that Vendor shall not re-sell or otherwise distribute or release to any party in any manner, Customer information.

5. **VENDOR CERTIFICATIONS.** Vendor certifies (i) it has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; (ii) it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate; (iii) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage; (iv) it has not received payment from DIR or any of its employees for participating in the preparation of this Contract; (v) it is not ineligible to receive this Contract under § 2155.004, Texas Government Code; (vi) it is in compliance with §618.003, Texas Government Code; (vii) it will comply with §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of this Contract; and (viii) to the best of the Vendor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting the Vendor, which if determined adversely to the Vendor will have a material adverse effect on the ability of the Vendor to fulfill its obligations under this Contract.

6. **EQUAL OPPORTUNITY COMPLIANCE.** Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under this Contract. If Vendor is found to be not in compliance with these requirements during the term of this Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

7. **TECHNOLOGY ACCESS CLAUSE, AS REQUIRED BY §2157.005, TEXAS GOVERNMENT CODE. (Applicable to State Agency Purchases Only)** Vendor expressly acknowledges and agrees that State funds may not be expended in connection with the purchase of an

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automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to DIR and each Customer purchasing products under this Contract that the technology provided hereunder is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (i) providing equivalent access for effective use by both visual and non-visual means; (ii) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (iii) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For the purposes of this section, the phrase "equivalent access means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples, of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical display and customizable display appearance.

The sole remedy for breach of this warranty is return of the hardware appliance or copy of the software for such visually impaired users and refund of the fee paid for such hardware appliance or software license copy.

8. COMMODITY SOFTWARE. Texas Government Code, §2157.068 requires State agencies to buy commodity software in accordance with contracts developed by DIR, unless the agency obtains a waiver from DIR. Vendor shall agree to coordinate all agency commodity software sales made pursuant to this Contract through existing DIR contracts, if available. Vendor represents it will not license through a signed or unsigned license agreement, volume licensing agreement or an order confirmation, the commodity software to state agencies unless the agency is able to provide a DIR granted waiver that the agency is able to purchase the commodity software outside the DIR Commodity Software contracts. The operating system software and institutions of higher education are not bound to this Code.

9. RECORDS. The Vendor shall maintain adequate records to establish compliance with this Contract until the later of a period of four years after termination of this Contract or until full, final and unappealable resolution of all compliance check or litigation issues that arise under this Contract. Such records shall include identification of the procuring Customer, documentation of the Customer's ordering date, Customer Purchase Order number, order date of product or service, ship date or service delivery date, full invoice address, unit price, extended price, invoice number, record of procuring Customer payment and/or balance due, the calculations supporting each administrative fee owed DIR under this Contract, Historically Underutilized

Businesses Subcontracting reports, and such other documentation as DIR may request.

Vendor shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of this Contract to DIR, the compliance checks designated by DIR, including compliance checks by auditors of the State Auditor's Office and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, compliance checking and/or copying such books and records. Copies and printouts requested by DIR shall be provided by Vendor without charge. DIR shall provide Vendor ten (10) business days' notice prior to inspecting, compliance checking, and/or copying Vendor's records. Vendor's records, whether paper or electronic, shall be made available during regular office hours. Vendor personnel familiar with the Vendor's books and records shall be available to DIR staff and designees as needed. Vendor shall provide adequate office space to DIR staff during the performance of compliance check.

For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Vendor through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

Vendor understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards pertaining to this Contract. Vendor will reimburse the State of Texas for all costs associated with enforcing this provision.

10. ABILITY TO CONDUCT BUSINESS IN TEXAS. The Vendor is an entity authorized and validly existing under the laws of its state of organization, and is authorized to do business in the State of Texas. The Vendor is a "Catalog Information Systems Vendor" as defined in §2157.001, Texas Government Code. All products and services offered to Customers under this Contract are listed in Vendor's catalogue on file with the Texas Building and Procurement Commission.

11. INVALID TERM OR CONDITION. If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

12. ENFORCEMENT OF CONTRACT AND DISPUTE RESOLUTION. Vendor and DIR agree to the

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following (i) a party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision; (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used; (iii) the laws of the State of Texas shall govern this Contract; (iv) actions or proceedings arising from this Contract shall be heard in a court of competent jurisdiction in Travis County, Texas; and (v) nothing herein shall be construed to waive the State's sovereign immunity.

13. ENTIRETIES. The Contract supercedes all prior agreements, representations or promises, whether oral or written, made by the parties regarding the subject matter of this Contract.

14. MODIFICATION OF CONTRACT TERMS AND/OR AMENDMENTS. The terms and conditions set forth in the Contract shall govern all transactions by Customers under this Contract. The Contract may only be modified or amended upon mutual agreement of DIR and Vendor. Additional Customer terms and conditions, which do not conflict with the contract, may be added by a Purchase Order and given effect. For individual Purchase Orders, however, the Vendor or Resellers may offer Customers more advantageous pricing and/or payment options than those set forth in the Contract. In such event, Vendor or Resellers shall furnish a copy of such better offerings to DIR upon request.

15. DIR LOGO. Vendor and Resellers may use the DIR logo in the promotion of this Contract to Customers with the following stipulations; (i) the logo may not be modified in any way; (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Vendor or Resellers logo; (iii) the DIR logo is only used to communicate the availability of products and services under this Contract to Customers; and (iv) any other use of the DIR logo requires prior written permission from DIR.

16. VENDOR LOGO. DIR may use the Vendor's name and logo in the promotion of this Contract to communicate the availability of products and services under this Contract to Customers. Use of the logo may be on the DIR Web Site or on printed materials. Any use of Vendor's Logo by DIR must comply with and be solely related to the purposes of this Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in this Contract will give DIR any right, title, or interest in or to Vendor's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor.

17. SITE PREPARATION. Customer(s) shall prepare and maintain its site in accordance with written instructions furnished by Vendor or Reseller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

18. TRADE SHOW PARTICIPATION. Vendor understands and agrees that it must participate by providing

a manned booth display or similar presence at no less than two (2) trade shows or similar functions sponsored by DIR's Business Operations Division each calendar year at the Vendor's expense. Resellers may also be required to provide a manned booth display or similar presence at no less than two (2) trade shows or similar functions sponsored by DIR's Business Operations Division each calendar year at the Reseller's expense. Vendor and Reseller must display the DIR logo at all trade shows. DIR reserves the right to approve or disapprove of the location of the use of the DIR logo in or on the Vendor's or Reseller's booth.

19. ORIENTATION MEETING. Upon 60 days from execution of the Contract, DIR may require the Vendor and Resellers to attend an orientation meeting to discuss the Contract content and procedures. The meeting will be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor. DIR shall bear no cost in the time and travel of the Vendor for attendance at the meeting.

20. USE OF SUBCONTRACTORS. Vendor may subcontract any services offered under the Contract. However, Vendor shall remain solely responsible for the performance of its obligations under this Contract.

21. FORCE MAJEURE. DIR, Customer, Vendor or Reseller may be excused from performance under this contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties immediately. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Vendor or Reseller will not be able to deliver products or services in a timely manner to meet the business needs of the Customer.

22. TERMINATION FOR NON-APPROPRIATION. Customer may terminate a Purchase Order and DIR may terminate this Contract, if funds sufficient to pay obligations hereunder are not appropriated by the legislative body on behalf of local governments, or by the Texas legislature on behalf of state agencies. In the event of non-appropriation, Vendor will be provided ten (10) days written notice of intent to terminate.

23. TERMINATION FOR CONVENIENCE. Either party may terminate this Contract, in whole or in part, by giving the other party thirty (30) days written notice. A Customer may terminate a Purchase Order if it is determined by the Customer that Vendor or Reseller will not be able to deliver products or services in a timely manner to meet the business needs of the Customer.

Appendix A

24. TERMINATION FOR CAUSE. Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of this Contract or a Purchase Order or a Statement of Work arising hereunder. The non-defaulting party shall give the defaulting party thirty (30) days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate this Contract. Customers hereunder have no power to terminate this Contract for default. Customer's rights are exclusively based on their Purchase Order or Statement of Work.

25. CUSTOMER RIGHTS UNDER TERMINATION. In the event this Contract expires or is terminated for any reason, a Customer shall retain its rights under the Purchase Order issued with respect to all products or services ordered prior to the effective termination date and ultimately accepted.

26. VENDOR RIGHTS UNDER TERMINATION. In the event this Contract expires or is terminated for any reason, a Customer shall pay all amounts due for products or services ordered prior to the effective termination date and ultimately accepted.

27. SURVIVAL. All service agreements that were entered into between Vendor or Reseller and a Customer under the terms and conditions of this Contract shall survive the termination of this Contract.

28. HANDLING OF WRITTEN COMPLAINTS. In addition to other remedies contained in this Contract, a person contracting with DIR may direct their written complaints to the following office:

Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, TX 78701
(512) 475-4700, voice
(512) 475-4759, fax

29. QUOTATIONS, WARRANTY, AND RETURN POLICIES. Vendor and Reseller will adhere to their then-currently published policies concerning quotations, warranties, and return policies. Warranty and return policies for Customers will not be more restrictive or more costly than those warranty and return policies maintained by Vendor for other similarly situated Customers for like products.

APPENDIX B

SOFTWARE LICENSE AND SERVICES AGREEMENT

1. DEFINITIONS

- A. "Affiliate(s)"** means any entity controlling, controlled by, or under common control with Customer. Control means ownership of more than 50% of the voting, equity securities of the subject entity.
- B. "Confidential Information"** means all information proprietary to a party or any of its customers or suppliers designated as confidential, and that complies with the decisions of the Office of the Attorney General as not subject to disclosure under the Texas Public Information Act.
- C. "Product(s)"**, if any, means ISS software and/or ISS appliance products (which consist of ISS software pre-installed on a single ISS hardware device) supplied to Customer under this Agreement, excluding Third Party Products.
- D. "Order"** means (i) the initial Order attached hereto and incorporated herein, (ii) any written amendment or supplement referencing this Agreement signed by each party's authorized representative, and (iii) Customer's purchase order(s) as accepted by ISS provided such purchase orders will be governed by and cannot alter the terms of this Agreement.
- E. "Third Party Product(s)"**, if any, includes "Third Party Software" and "Third Party Hardware" and means any software and/or hardware which are supplied to Customer under this Agreement but which are not produced by ISS.
- F. "Service(s)"**, if any, means software maintenance to be provided by ISS.

2. PRODUCTS.

A. Software.

(i) Description. ISS software Products, if any, are listed in the applicable Order ("Software") and consist of machine-readable instructions, the pertinent user documentation, and the periodic updates, error corrections, enhancements and new releases supplied to Customer. Software is owned by ISS or its licensors and is protected by copyright laws and international treaty provisions.

(ii) License. In consideration of the license fees paid by Customer and subject to the terms and conditions of this Agreement, ISS grants Customer a nonexclusive, nontransferable license to use the Software for the specific network configuration, the number and type of devices, and for the time period specified in the applicable Order only for Customer and Affiliate internal business operations and benefit. A device includes any network addressable device connected to Customer and Affiliate networks including without limitation personal computers, workstations, servers, routers, hubs and printers. If a specific network configuration is not specified, the license includes all platforms for which the Software is designed and supported from time to time. Customer acknowledges that the license key provided by ISS may allow Customer to reproduce, install and use the Software on devices that could exceed the number of devices licensed. Customer shall implement appropriate safeguards and controls to prevent unauthorized use of the Software and loss or disclosure of the license key. Customer may make a reasonable number of copies of the Software solely for non-productive backup, archival and testing, and for temporary use during disaster recovery. Customer shall ensure that all proprietary notices and confidentiality legends contained in the Software appear on all copies, and that anyone who uses or accesses the Software does so only in compliance with this Agreement. Except as expressly authorized in this Agreement, Customer shall not use, copy, modify, transfer or distribute the Software; reverse assemble, reverse compile, reverse engineer or otherwise translate the Software unless enforcement is prohibited by applicable law; create derivative works of the Software; sublicense, rent, lease, or use the Software in a service bureau, on-line or time-sharing environment; nor allow any third party to do any of these. Upon termination or expiration of any license granted hereunder, Customer shall cease use of and return, or render unusable, all copies of the applicable Software and provide ISS with written confirmation it has done so.

(iii). Evaluation License. If ISS is licensing the Software to Customer on an evaluation trial basis, the term of such license is thirty (30) days from installation, unless a longer period is specified in the applicable Order. ISS recommends using the evaluation Software only in a non-production test environment. With respect to evaluation Software, the terms of this Section 3 A (iii) supercede any conflicting provisions in the Agreement. ISS has no obligation to provide support, maintenance, upgrades, modifications, or new releases for the evaluation Software. CUSTOMER AGREES THAT THE EVALUATION SOFTWARE IS BEING DELIVERED "AS-IS" WITHOUT WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ISS BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR DAMAGES, DIRECT OR INDIRECT, OF ANY NATURE, OR EXPENSES INCURRED BY CUSTOMER IN CONNECTION WITH THE EVALUATION SOFTWARE.

CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO TERMINATE THE EVALUATION LICENSE BY WRITTEN NOTICE TO ISS.

(iv). **Software Warranty.** ISS warrants that during the period ending ninety (90) days after the license key is provided by ISS (i) the physical media on which the Software is delivered will be free of errors and defects, and (ii) the Software will conform in all material respects with its then current documentation supplied by ISS. If the Software does not operate as warranted during the warranty period, ISS shall repair or replace the Software. If ISS determines that repair or replacement is impractical, upon written request ISS will terminate the applicable license(s) and refund the applicable license fees. The limited warranties provided in this Section do not apply to non-conformities, errors, or defects due to: (a) misuse of the Software, (b) modification of the Software by a party other than ISS unless ISS has authorized such modification in writing, (c) failure by Customer to utilize compatible computer and networking hardware and software, or (d) interaction with software or firmware not provided by ISS or identified by ISS in its specifications.

(v). **Software Maintenance.** Software maintenance includes technical support and electronic delivery to Customer of software and security content updates as they become available to ISS' supported customers generally. During the period for which Customer has paid the applicable Software maintenance fees, ISS will provide maintenance for Software in accordance with its prevailing Maintenance and Support Policy that is available at http://documents.iss.net/maintenance_policy.pdf.

B. Hardware Appliances.

(i). **Description and License.** ISS hardware appliance products are listed in the applicable Order ("Appliance(s)") and consist of ISS Software pre-installed on a single ISS hardware device ("Hardware"). ISS Hardware Products consist of the applicable device and pertinent user documentation. Customer is granted a non-exclusive and nontransferable license to use such pre-installed Software only in conjunction with the Hardware with which it is originally supplied and only during the usable life of such Hardware. Such licensed Software may not be removed from the Hardware. ISS' Software warranty for the pre-installed ISS Software is set forth in Section 3 A (iv) above.

(ii). **Hardware Warranty.** ISS warrants that, during the period ending one (1) year after the Hardware has shipped from ISS or its manufacturer's facility, the Hardware will be free from defects in materials and workmanship under normal authorized use, consistent with the instructions contained in the product documentation. No warranty will apply if the Hardware (i) has not been installed, operated, repaired or maintained in accordance with instructions supplied by ISS in the product documentation or (ii) has been subjected to abnormal physical, thermal or electrical stress, misuse, negligence or accident. This limited warranty extends only to the original purchaser. Customer's sole and exclusive remedy and the entire liability of ISS, its suppliers and affiliates under this warranty is, at ISS' option, either (i) to replace the Hardware with new or reconditioned Hardware, (ii) to correct the reported defect, or (iii) to refund the purchase price of the hardware and pre-installed Software upon the return of such to ISS. The replacement Hardware assumes the remaining warranty period of the replaced item. The replaced item remains the property of ISS. ISS shall not be responsible for Customer's or any third party's software, firmware, information or memory data contained in, stored on, or integrated with any Hardware returned to ISS, whether under warranty or not. ISS' warranty obligations do not include installation support.

(iii). **Appliance Maintenance.** Depending upon what maintenance programs Customer has purchased, maintenance for Appliance products may include (i) technical support for the Appliance product including the repair, replacement or advanced exchange of the Hardware, and/or (ii) related Software security content updates for the pre-installed Software during the period that Customer has paid the applicable maintenance fees in accordance with ISS' prevailing Maintenance and Support Policy that is available at http://documents.iss.net/maintenance_policy.pdf.

(iv). **Appliance Evaluation.** Except as set forth in this Section, the provisions set forth in Section 3 A (iii) above shall apply to any evaluation of ISS Appliance products. If ISS is providing the Appliance to Customer on an evaluation trial basis, the term of such evaluation ends fifteen (15) days after its delivery, unless a longer period is specified in the applicable Order. In the event Customer elects to purchase the Appliance products at the end of the evaluation period, Customer shall place an Order under this Agreement and the evaluation Appliance product(s) originally delivered hereunder shall be deemed the first unit(s) purchased by Customer. Such evaluation unit(s) shall not be replaced with a new unit(s), and shall count toward any additional quantities purchased. If Customer elects not to purchase the Appliance products at the end of the evaluation period, Customer shall discontinue all use of the Appliance products and return them to ISS freight and insurance prepaid along with all associated software, materials and documentation provided by ISS. If ISS has not received the Appliance products from Customer in new condition (normal wear and tear excepted) within fifteen (15) days after expiration of such evaluation period, ISS may in its sole discretion invoice Customer, and Customer shall pay to ISS within thirty (30) days of the invoice date, the list price for the Appliance products plus first year service and subscription fees. Effective on the date of such invoice, if any,

Customer shall be deemed to have purchased such Appliance product and the use thereof shall be solely in accordance with the terms and conditions of this Agreement. In addition to the foregoing, ISS may pursue any other rights and remedies available to it.

C. Exclusive Remedy. THE REMEDIES AND WARRANTIES IN THIS AGREEMENT ARE EXCLUSIVE AND REPLACE ALL OTHER REMEDIES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

D. Infringement. ISS will defend, at its expense, any third party claim brought against Customer that Customer's permitted use of the Product infringes upon such third party's patent, copyright, trade secret or other intellectual property right which is enforceable in the United States. ISS will indemnify and hold Customer harmless from any costs and damages, including reasonable attorneys' fees, awarded against Customer as a result of such claim, or agreed to in settlement by ISS, provided ISS is given prompt written notice of such claim, and to the extent allowed by the laws of the state of Texas, sole control of the defense and any related settlement negotiations, and reasonable assistance (at ISS' expense) from Customer. If such a claim is made, or in ISS' opinion appears likely to be made, ISS may at its option and expense (i) secure the right for Customer to continue to use the affected Product, (ii) replace or modify the infringing portion of the Product with a functionally equivalent item, or (iii) if none of these are commercially reasonable Customer agrees to discontinue use of and return the affected Product or portion thereof to ISS upon written request whereupon ISS shall refund the fees paid for the affected Product or portion thereof, less amortization for use on a straight line basis over a period of five (5) years from effective date of the applicable Order for a perpetual Software license and three (3) years from the date of shipment for Appliances. Subscription Software license fees shall be pro-rated for the unused portion of the license term. This represents ISS' entire obligation regarding any claim of infringement. ISS has no obligation regarding any claim arising out of modified Product unless ISS has authorized such modification in writing, improper use of the Product, information or data provided by Customer, or non-ISS products or services used in combination with the Product.

E. Compliance. Customer shall provide written verification of its compliance with this Agreement within forty-five (45) days of ISS' written request. Upon thirty (30) days prior written notice, at its own expense ISS may appoint a nationally recognized independent auditor, to whom Customer has no reasonable objection, to audit and examine records at Customer offices during normal business hours, solely for the purpose of confirming that Customer's use of the Software is in compliance with this Agreement. If such audit by Customer or ISS should reveal that use of the Software has been expanded beyond the scope of use and/or the number of devices specified in the applicable Order(s), ISS shall have the right to charge Customer the applicable current list prices applicable to such expanded Software use. In addition to the foregoing, ISS may pursue any other rights and remedies it may have.

3. GENERAL

A. Export. Customer will not transfer, export, or re-export the Products, Services or Third Party Products, and any related technology, or any direct product of either except in full compliance with the export controls administered by the United States and other countries, and any applicable import and use restrictions. Customer agrees that it will not export or re-export such items to any person or entity on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List or Entity List or such additional lists as may be issued by the U.S. Government or to Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, as the same may be revised from time to time, or for use with chemical or biological weapons, sensitive nuclear end-uses, or missiles. Customer represents and warrants that it is not located in, under control of, or a national or resident of any such country or on any such list. Many Products and Services include encryption and export outside of the United States or Canada is strictly controlled by U.S. laws and regulations. Please contact ISS' Customer Operations for export classification information relating to the Products and Services (customer_ops@iss.net). "Export" includes among other things an actual shipment, transfer or transmission of such items outside of the United States or Canada (including down-loading such items to a location outside of the United States or Canada or making such items available to persons outside of the United States or Canada via the Internet or other electronic means). Customer understands that the foregoing obligations are U.S. legal requirements and agrees that they shall survive any term or termination of this Agreement.

B. Limitation of Liability. EXCEPT FOR INFRINGEMENT AS SET FORTH HEREIN, OR IN THE EVENT OF DEATH, PERSONAL INJURY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY ARISING OUT OF ISS' NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL ISS' LIABILITY EXCEED: (I) THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM, OR (II) FOR MANAGED SERVICES, IF ANY, THE AMOUNT PAID BY CUSTOMER FOR THE THREE MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER ISS NOR ITS SUPPLIERS WILL

BE LIABLE UNDER ANY CIRCUMSTANCES FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF DATA, LOST PROFITS, LOSS OF USE, OR NETWORK OR COMPUTER MALFUNCTION, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

C. Disclaimers. Products and Services are not warranted to operate uninterrupted or error free. New security threats are constantly evolving and no Product or Service designed to provide protection from such threats will be able to insulate network resources from all security threats. Products and Services are not fault tolerant and are not designed or intended for use in hazardous environments requiring fail-safe operation, including without limitation aircraft navigation, air traffic control systems, weapon systems, life-support systems, nuclear facilities, or any other applications in which Product or Service failure could lead to death, personal injury, or property damage. Customer acknowledges Products or Services for testing, assessing, scanning or monitoring the security of network resources, including implementation and deployment, may disclose or create problems in the operation of such resources; therefore, Customer and its employees and agents represent and warrant that (i) they are fully authorized by the Customer and the owners of the network resources to enter into this Agreement and each Order, (ii) they and the owners of such network resources understand and accept the risks involved which in some circumstances could include without limitation, down time, loss of connectivity or data, system crashes or performance degradation; and (iii) Customer will procure and use the Products and Services in accordance with all applicable laws and regulations.

D. Third Party Products. Use of Third Party Product(s) supplied hereunder, if any, will be subject solely to the manufacturer's terms and conditions which will be provided to Customer upon delivery. ISS will pass any Third Party Product warranties through to Customer to the extent authorized.

E. Proprietary Rights. Except as expressly set forth herein, no rights or licenses are granted either directly or by implication by ISS or its suppliers. ISS and its suppliers own and retain all right, title and interest in and to: (i) all of the service marks, trademarks, trade names, logos, slogans or any other designations associated with the Products and Services; and (ii) all copyrights, patent rights, trade secret rights, intellectual property rights, and other proprietary rights relating to the Products and Services including without limitation rights in software, scripts, utilities, business processes and methodologies, tools, templates, reports, policy and plan formats, deliverables, designs, offerings, and pricing furnished by ISS. Except as expressly set forth herein Products and Services may not be duplicated, modified, reproduced, or used for the benefit of a third party. Customer will not identify itself as the owner of, or register or apply for registration of any copyright, patent, trademark, service mark or other intellectual property right relating to the Products and Services.

F. Miscellaneous. Agreement No. DIR – BUSOP – 008, of which this Attachment is a part, is the complete and exclusive agreement between the parties regarding its subject matter and supercedes any prior oral or written proposals, correspondence, representations, warranties and communications, including any shrink wrap or click wrap terms and conditions. Changes to this Agreement will have no force or effect unless made in a writing expressly referring to this Agreement signed by each party's authorized representative. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which together will constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or any other reliable means will be effective for all purposes as delivery of a manually executed original counterpart. Either party may maintain a copy of this Agreement in electronic form. The parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means (for example, photocopy, facsimile or printed image) will in all respects be considered an original. Notwithstanding anything to the contrary, the terms and conditions of this Agreement will supersede all terms and conditions set forth in any purchase order, even if signed by the parties. ISS' signature on a purchase order will only constitute acknowledgement of receipt regardless of any purchase order terms to the contrary. ISS' obligations apply only in the country in which Products were supplied by ISS. Titles of Sections are for convenience only and will not be deemed a part of this Agreement.

Appendix C

TEXAS DIR DISCOUNT MATRIX

DIR DISCOUNT FOR AGENCIES

Perpetual Software other than Internet Scanner	33% off list
Internet Scanner Software	43% off list
Perpetual Software Maintenance	20% off list
Subscription Software	33% off list
Proventia Appliance Bundle	22% off list
Proventia Appliance Upgrade	22% off list
Proventia Appliance Upgrade Maintenance	18% off list

DIR DISCOUNT FOR EDUCATIONAL INSTITUTIONS

Perpetual Software other than Internet Scanner	38% off list
Internet Scanner Software	63% off list
Perpetual Software Maintenance	43% off list
Subscription Software	38% off list
Proventia Appliance Bundle	22% off list
Proventia Appliance Upgrade	22% off list
Proventia Appliance Upgrade Maintenance	18% off list

Notes

Note 1: All discounts will be calculated off of the current commercial list price